## IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

	)	Case No. 19-20053 GLT
IN RE:	)	
Kenny J. Dingler	)	Chapter 13
Debtor	)	5154p 117
	)	Related to Document Nos.
Kenny J. Dingler	)	
Movant	)	Response Date:
VS.	)	
Atlantica, LLC/Land Home Financial	)	
Services; Ally Financial, NPRTO	)	
North-East, LLC; and Ronda	)	
Winnecour, Esquire, Chapter 13	)	
Trustee,	)	
Respondents	)	
•	)	
	)	
	)	

# NOTICE OF PROPOSED MODIFICATION TO CONFIRMED CHAPTER 13 PLAN DATED JANUARY 30, 2019

- 1. Pursuant to 11 USC §1329, the Debtor has filed an Amended Chapter 13 Plan dated October 28, 2020, which is annexed hereto as Exhibit "A". Pursuant to the Amended chapter 13 Plan, the Debtor seeks to modify the confirmed plan in the following particulars:
  - a. The plan has been amended to extend the plan for an additional 24 months, to permit the debtor, who is currently laid off, to satisfy the plan arrears and complete the chapter 13 plan by resuming payments when he returns to work following the current layoff, although debtor is not sure when he will be back to work due to the coronavirus situation.
- 2. The proposed modification of the confirmed plan will impact the treatment of the claims of the following creditors, and in the following particulars:
  - a. The amended plan will correct the Atlantica mortgage payment and will extend the

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time to cure the mortgage arrears owed to Atlantica;

- b. The amended plan will pay the Ally Fiancial claim in full, at the "Till" rate.
- 3. Debtor submits that the reason for the modification is as follows:
- a. The Amendment is intended to allow the debtor to bring the plan current despite the fact that he is laid off due to the impact of the pandemic upon the trucking industry.
- 4. Debtor submits that the requested modification is being proposed in good faith, and not for any means prohibited by applicable law. The debtor further submits that the proposed modification complies with 11 USC §§1322(a), 1322(b), 1325(a) and 1329, and, except as set forth above, there are no other modifications sought by way of the Amended Chapter 13 plan.

WHEREFORE, the Debtor respectfully requests that the Court enter an Order confirming the amended chapter 13 plan, and for such other relief as the Court deems equitable and just.

Dated: October 28, 2020 Respectfully submitted,

/s/Mary Bower Sheats
Mary Bower Sheats
Pa. I.D. # 27911
1195 Washington Pike, Suite 325
Bridgeville, PA 15017
412-281-7266
mary@mbsheatslaw.com

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Fill in this info	ormation to identify your	case:		
Debtor 1	Kenny J	. Dingle!		Check if this is an amended plan, and list below the sections of the plan that have
Debtor 2 (Spouse, if filing)	First Name Mi	ddle Name Last Name	3	been changed.
United States Ba	nkruptcy Court for the Wester	n District of Pennsylvania		1.1, 2.1, 3.1, 3.2, 3.3, 6.1
Case number	19-20053			
	District of Penn	•		
Chapter	r 13 Plan Dat	Oct 28, 2020		
Part 1: Not	ices			
To Debtors:	indicate that the option	on is appropriate in you		ence of an option on the form does no not comply with local rules and judicia ordered by the court.
	In the following notice to	o creditors, you must check	each box that applies.	
To Creditors:	YOUR RIGHTS MAY B	E AFFECTED BY THIS PL	AN. YOUR CLAIM MAY BE REDU	CED, MODIFIED, OR ELIMINATED.
	You should read this pla attorney, you may wish	•	with your attorney if you have one in	this bankruptcy case. If you do not have a
	ATTORNEY MUST FIL THE CONFIRMATION PLAN WITHOUT FURT	E AN OBJECTION TO C HEARING, UNLESS OTI THER NOTICE IF NO OBJ	ONFIRMATION AT LEAST SEVEN HERWISE ORDERED BY THE COU	VISION OF THIS PLAN, YOU OR YOU (7) DAYS BEFORE THE DATE SET FO JRT. THE COURT MAY CONFIRM THI LED. SEE BANKRUPTCY RULE 3015. I BE PAID UNDER ANY PLAN.
	includes each of the		Included" box is unchecked or bo	ox on each line to state whether the pla th boxes are checked on each line, th
payment			Part 3, which may result in a partial partial parate action will be required to	
		possessory, nonpurchas be required to effectuate	e-money security interest, set out such limit)	in Included • Not Included
1.3 Nonstanda	ard provisions, set out in	Part 9		☐ Included ● Not Included
Part 2: Pla	n Payments and Leng	th of Plan		
2.1 Debtor(s) will	make regular payments	to the trustee:		
Total amount	of \$ <u>1625</u> per	month for a remaining plant	an term of <u>84</u> months shall be p	aid to the trustee from future earnings as
follows: Payments	By Income Attachment	Directly by Debtor	By Automated Bank Transfe	r
D#1	\$1,625.00	\$0.00	\$0.00	
D#2	\$0.00	\$0.00	\$0.00	
				<u> </u>

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2.2	Additional payments:		· ·				
	Unpaid Filing Fees. The balance of \$	sha	all be fully paid by th	e Trustee to th	ne Clerk of	the Bankruptcy	Court from the first
	☐ available funds.						
	Check one.						
	None. If "None" is checked, the rest of	f Section 2.2 need not	pe completed or rep	roduced.			
	The debtor(s) will make additional amount, and date of each anticipated		tee from other soul	rces, as speci	fied below	. Describe the	source, estimated
2.3 Par	The total amount to be paid into the puls any additional sources of plan fur	nding described above		he trustee ba	sed on th	e total amount	of plan payments
	Treatment of Secured Stamp						
3.1	Check one.						
	None. If "None" is checked, the rest of		·				
	The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed by the trustee. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, without interest. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.						
	Name of creditor	Collateral		Current installme payment (including	nt	Amount of arrearage (if any)	Start date (MM/YYYY)
	Atlantica LLC/Land Home Financial Services Claim no. 6 (transfer of claim on 3/9/3030) Account no. 1223128	510 Independence S 15473	Street, Perryopolis, F	PA \$1,0°	12.32	\$16,435.00	01/05/219
	Insert additional claims as needed.						
3.2	Request for valuation of security, paymed Check one.  None. If "None" is checked, the rest of the remainder of this paragraph will the debtor(s) will request, by filing a below.  For each secured claim listed below, the	of Section 3.2 need not lead to the separate adversary production of the section of the se	ne applicable box is coceeding, that the coceeding value of the secure	roduced.  In Part 1 of this court determine and claims shou	s plan is one the value	checked.  If of the secured set out in the co	olumn headed
	Amount of secured claim. For each listed of The portion of any allowed claim that exceamount of a creditor's secured claim is list.	eeds the amount of the sted below as having r	secured claim will b	e treated as a or's allowed cla	n unsecur aim will be	ed claim under treated in its	Part 5. If the
	unsecured claim under Part 5 (provided the  Name of creditor Estimated amo  of creditor's to	ount Collateral	Value of Ar	mount of	Amount of	f Interest	Monthly
	of creditor's to			aims senior	secured	rate	payment to

Name of creditor	Estimated amount of creditor's total claim (See Para. 8.7 below)	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Amount of secured claim	Interest rate	Monthly payment to creditor
Ally Financial Claim no. 3 acct no. 8818	\$17,100.00		\$17,100.00	\$0.00	\$17,100.00	5.25	\$218.00

Insert additional claims as needed.

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3.3 Secured claims excluded from 11 U.S.C. § 506.

	Charles							
	Check one.							
	None. If "None" is checked, the	e rest of Section 3.3 need not be co	mpleted or reprodu	ced.				
	The claims listed below were either:							
	(1) Incurred within 910 days before use of the debtor(s), or	the petition date and secured by a	purchase money se	ecurity interes	t in a motor ve	hicle acquired for personal		
	(2) Incurred within one (1) year of th	ne petition date and secured by a pr	urchase money sec	urity interest i	n any other thi	ing of value.		
	These claims will be paid in full under	er the plan with interest at the rate s	tated below. These	payments wi	II be disbursed	by the trustee.		
	Name of creditor	Collateral	Amoun	t of claim	Interest rate	Monthly payment to creditor		
	Insert additional claims as needed.	-				_		
3.4	Lien Avoidance.							
	Check one.							
		ne rest of Section 3.4 need not be		duced. Ti	he remainder	of this paragraph will be		
		box in Part 1 of this plan is ched						
	debtor(s) would have been entited the avoidance of a judicial lien of any judicial lien or security interest of the judicial lien or security interest.	sory, nonpurchase-money security thed under 11 U.S.C. § 522(b). The preserving a claim rest that is avoided will be treated a terest that is not avoided will be part than one lien is to be avoided, p	e debtor(s) will requisited below to the san unsecured claid in full as a secu	uest, <b>by filing</b> extent that it him in Part 5 to red claim und	n a separate n impairs such e the extent all ler the plan. S	<b>notion</b> , that the court order exemptions. The amount of lowed. The amount, if any,		
	Name of creditor							
	Name of creditor	Collateral	Modific balanc	ed principal e*	Interest rate	Monthly payment or pro rata		
				\$0.00	0%	\$0.00		
	Insert additional claims as needed.							
	*If the lien will be wholly avoided, ins	sert \$0 for Modified principal balanc	e.					
3.5	Surrender of Collateral.							
	Check one.							
	None. If "None" is checked, the	e rest of Section 3.5 need not be co	mpleted or reprodu	ıced.				
	confirmation of this plan the star	r to each creditor listed below the c ry under 11 U.S.C. § 362(a) be terr rny allowed unsecured claim resultin	ninated as to the co	ollateral only	and that the st	ay under 11 U.S.C. § 1301		
	Name of creditor		Collateral					
	Insert additional claims as needed.							

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#### 3.6 Secured tax claims.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
	\$0.00		0%		

Insert additional claims as needed.

\* The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

Part 4:

**Treatment of Fees and Priority Claims** 

#### 4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

#### 4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if *pro se*) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

#### 4.3 Attorney's fees.

Attorney's fees are payable to Mary Bower Sheats	In addition to a retainer of	$$^{400}$ (of which $$^{310}$ was a
payment to reimburse costs advanced and/or a no-loo	ok costs deposit) already paid by or on behal	f of the debtor, the amount of \$3910 is
to be paid at the rate of \$150 per month. Incl	uding any retainer paid, a total of \$	in fees and costs reimbursement has beer
approved by the court to date, based on a combin	nation of the no-look fee and costs depos	it and previously approved application(s) fo
compensation above the no-look fee. An additional \$	will be sought through a fee a	pplication to be filed and approved before any
additional amount will be paid through the plan, and t	, , , , , , , , , , , , , , , , , , , ,	hat additional amount, without diminishing the
amounts required to be paid under this plan to holders	of allowed unsecured claims.	
Check here if a no-look fee in the amount provided	for in Local Bankruptcy Rule 9020-7(c) is be	ing requested for services rendered to the

Check here if a no-look fee in the amount provided for in Local Bankruptcy Rule 9020-7(c) is being requested for services rendered to the debtor(s) through participation in the bankruptcy court's Loss Mitigation Program (do not include the no-look fee in the total amount of compensation requested, above).

#### 4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

Insert additional claims as needed.

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4.5	<b>Priority Domestic Suppor</b>	Obligations not assigned or	r owed to a governmental unit.
-----	---------------------------------	-----------------------------	--------------------------------

	If the debtor(s) is/are currently paying Domestic debtor(s) expressly agrees to continue paying and							
	Check here if this payment is for prepetition arrearages only.							
	Name of creditor (specify the actual payee, e.g. SCDU)	PA <b>Description</b>		Claim	Monthly payment or pro rata			
				\$0.00	\$0.00			
	Insert additional claims as needed.							
Amount of claim to be paid  Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount.  Check one.  None. If "None" is checked, the rest of Section 4.6 need not be completed or reproduced.  The allowed priority claims listed below are based on a Domestic Support Obligation that has been assigned to or is owed governmental unit and will be paid less than the full amount of the claim under 11 U.S.C. § 1322(a)(4). This provision require payments in Section 2.1 be for a term of 60 months. See 11 U.S.C. § 1322(a)(4).  Name of creditor  Amount of claim to be paid								
				\$0.00				
	Insert additional claims as needed.		_					
.7	Priority unsecured tax claims paid in full.							
	Name of taxing authority	Fotal amount of claim	Type of tax	Interest rate (0% if blank)	Tax periods			
		\$0.00		0%				
	Insert additional claims as needed.		-					

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Part 5:

**Treatment of Nonpriority Unsecured Claims** 

5.1	Nonpriority unsecured claims not separately cl	assified.			
	Debtor(s) <b>ESTIMATE(S)</b> that a total of \$0.00	_ will be available for dis	tribution to nonpriority unsec	cured creditors.	
	Debtor(s) <b>ACKNOWLEDGE(S)</b> that a <b>MINIMUM</b> of alternative test for confirmation set forth in 11 U.S.		paid to nonpriority unsecur	ed creditors to comply	with the liquidation
	The total pool of funds estimated above is <b>NOT</b> available for payment to these creditors under the percentage of payment to general unsecured cred of allowed claims. Late-filed claims will not be paid pro-rata unless an objection has been filed within tincluded in this class.	plan base will be determ itors is 0%. T d unless all timely filed cla	ined only after audit of the phe percentage of payment unims have been paid in full.	olan at time of complet may change, based up Thereafter, all late-filed	ion. The estimated on the total amoun d claims will be paid
5.2	Maintenance of payments and cure of any defa	ult on nonpriority unsec	ured claims.		
	Check one.				
	None. If "None" is checked, the rest of Section	n 5.2 need not be comple	ted or reproduced.		
	The debtor(s) will maintain the contractual ins which the last payment is due after the final pamount will be paid in full as specified below a	olan payment. These pay	ments will be disbursed by		
	Name of creditor	Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)
		\$0.00	\$0.00	\$0.00	
	Insert additional claims as needed.	-	_	-	
5.3	Postpetition utility monthly payments.				
	The provisions of Section 5.3 are available onl monthly combined payment for postpetition utility s not change for the life of the plan. Should the util amended plan. These payments may not resolve debtor(s) after discharge.	services, any postpetition ity obtain a court order a	delinquencies, and unpaid suthorizing a payment chang	security deposits. The le, the debtor(s) will be	claim payment will required to file an
	Name of creditor	Monthly pay	yment Postpetit	ion account number	

## 5.

Name of creditor	Monthly payment	Postpetition account number
	\$0.00	

Insert additional claims as needed.

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5.4 Other separately classified nonpriority unsecured cla	aims.		

5.4	Other separately classified nonpriority unsecured claims.									
	Check one.									
	None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced.									
	The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows:									
	Name of creditor	Basis for separate cla treatment	ssification and	Amount of arrearag	rate p	stimated total ayments y trustee				
				\$0.00	0%	\$0.00				
	Insert additional claims as need	ded.								
Par	t 6: Executory Contrac	ts and Unexpired Leases								
6.1	The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected.  Check one.  None. If "None" is checked, the rest of Section 6.1 need not be completed or reproduced.  Assumed items. Current installment payments will be disbursed by the trustee. Arrearage payments will be disbursed by the trustee.									
	Name of creditor	Description of leased property or executory contract	Current installment payment	Amount of arrearage to be paid	Estimated to payments by trustee					
	NPRTO North-East LLC (Progressive Leasing) claim no. 4	miscellaneous furnishings	\$0.00	\$229.00	\$229.00	01/05/2019				
	Insert additional claims as need	ded.								
Par	t 7: Vesting of Property	y of the Estate								
	,									
7.1	Property of the estate shall no	ot re-vest in the debtor(s) until the d	lebtor(s) have co	mpleted all payments	under the con	firmed plan.				

#### Part 8: General Principles Applicable to All Chapter 13 Plans

- This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8,3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

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- **8.4** Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- **8.5** Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

## Part 9: Nonstandard Plan Provisions

9.1 Check "None" or List Nonstandard Plan Provisions.

None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

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Part 10: Signatures

#### 10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X/s/Kenny J. Dingler	X			
Signature of Debtor 1	Signature of Debtor 2			
Executed onOct 28, 2020	Executed on			
MM/DD/YYYY	MM/DD/YYYY			
X/s/Mary Bower Sheats	DateOct 28, 2020			
Signature of debtor(s)' attorney	MM/DD/YYYY			

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